

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 40	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER S-RB100-14-R-0007	
6. SOLICITATION ISSUE DATE December 4, 2013		7. FOR SOLICITATION INFORMATION CALL:		a. NAME Zoran Djordjevic		b. TELEPHONE NUMBER(No collect calls) +381-11/706-4166	
8. OFFER DUE DATE/ LOCAL TIME 12:00 noon on December 23, 2013		9. ISSUED BY CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:			
U.S. Embassy GSO Bul. Kneza A. Karadjordjevica 92 11040 Belgrade Serbia				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO CODE				16. ADMINISTERED BY CODE			
U.S. Embassy GSO/Contracting Officer Bul. Kneza A. Karadjordjevica 92 11040 Belgrade, Serbia							
17a. CONTRACTOR/OFFERER CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
				U.S. Embassy GSO/Contracting Officer Bul. Kneza A. Karadjordjevica 92 11040 Belgrade, Serbia			
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Snow removal services Base Year			1	Year		
2	Snow removal services Option Year 1			1	Year		
3	Snow removal services Option Year 2			1	Year		
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a.SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)	
						31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (<i>Location</i>)		
		42c. DATE REC'D (<i>YY/MM/DD</i>)		42d. TOTAL CONTAINERS

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449
RFP NUMBER S-RB100-14-R-0007
PRICES, BLOCK 23

1 PERFORMANCE WORK STATEMENT

A. The purpose of this firm fixed price contract is to provide snow removal services for the U.S. Embassy Belgrade in accordance with Section 1 - Continuation To SF-1449, RFP Number S-RB100-14-R-0007, Schedule of Supplies/Services, Block 20 Description/Specifications/Work Statement

B. The firm-fixed prices below shall include all direct and indirect costs, insurance, overhead, and profit. The prices include all expenses, equipment and materials required to complete the work.

2. PRICING.

A. Base Year

CLIN	Service Description	Estimated QTY	Unit	Unit Price	Total Price
1	Manual and small machine assisted snow removal	50,000	Square Meter		
2	Vehicle assisted mechanical snow removal	130,000	Square Meter		
3	Breaking and removal of ice from horizontal surfaces	5,000	Square Meter		
4	Hauling of snow to approved site	500	Cubic Meter		
Base Year Estimated Total					

B. 1st Option Year

CLIN	Service Description	Estimated QTY	Unit	Unit Price	Total Price
1	Manual and small machine assisted snow removal	50,000	Square Meter		
2	Vehicle assisted mechanical snow removal	130,000	Square Meter		
3	Breaking and removal of ice from horizontal surfaces	5,000	Square Meter		
4	Hauling of snow to approved site	500	Cubic Meter		
1st Option Year Estimated Total					

C. 2nd Option Year

CLIN	Service Description	Estimated QTY	Unit	Unit Price	Total Price
CLIN	Service Description	Estimated QTY	Unit	Unit Price	Total Price
1	Manual and small machine assisted snow removal	50,000	Square Meter		
2	Vehicle assisted mechanical snow removal	130,000	Square Meter		
3	Breaking and removal of ice from horizontal surfaces	5,000	Square Meter		
4	Hauling of snow to approved site	500	Cubic Meter		
2nd Option Year Estimated Total					

D. Contract Grand Total

1	Base Year Total	
2	1 st Option Year Total	
3	2 nd Option Year Total	
6	CONTRACT GRAND TOTAL	

3. CONTRACT TYPE

This is a with indefinite delivery/indefinite quantity fixed price type contract.

4. CONTRACT PERIOD

The contract will be for a one-year period from the date of the contract award, with two options to renew.

5. MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government shall place orders totaling a minimum of 5,000 square meters of manual and small machine assisted snow removal. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed the equivalent of 500,000 square meters of manual and small machine assisted snow removal. This reflects the contract maximum for this period of performance.

6. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP).

6.1 This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	Work Requirements ParaGRAPH	Performance Threshold
Snow removal services	All paragraphs in Section 1	All required services are performed and no more than one (1) customer complaint is received per month.

6.1.1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

6.1.2 STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

6.1.3 PROCEDURES.

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

CONTINUATION TO SF-1449,
RFP NUMBER S-RB100-14-R-0007
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. GENERAL

The Contractor shall provide teams of laborers and appropriate hand and motorized equipment to remove snow from the U.S. Embassy Compound at Bul. Kneza A. Karadjordjevica 92 in Belgrade, Serbia.. The contractor shall provide its teams with all the necessary equipment to perform the work including but not limited to shovels, snow blowers, vehicle driven snow ploughs, and any such tools and machinery necessary to provide the said service.

2. STATEMENT OF WORK

GENERAL. The contractor shall keep all driveways and walkways free from snow and ice and to maintain them in such condition which is safe for driving and walking. The Contractor shall spread calcium chloride/urea to de-ice and prevent freezing of all driveways and walkways, and to wash the surfaces from the salt when the snow has thawed away.

RESPONSE TIME AND HOURS OF SERVICE. Snow and ice is to be cleared within one hour after a snow accumulation of two centimeters and every three hours thereafter in order to provide safe and unobstructed pedestrian and vehicle access to the compound during regular working hours. . In case of overnight snowfall, the cleaning of sidewalks, driveways and the parking lot must be completed no later than 7:30 am on regular work days, Monday through Friday. Services shall be provided 7 days a week within one hour after notification by the COR. Work shall be continuous until all plowing and hauling has been completed. Limited plowing shall be performed on Saturdays, Sundays and Holidays unless otherwise authorized by the COR. The Contractor must have covered telephone service, 24 hours a day, 7 days a week from November 1 through April 1.

MAXIMUM SNOW COVER. Snow plowing shall begin when 2 cm of snow has accumulated on the ground.

AREA FOR CLEANING. The approximate area for snow removal is 18,000 square meters. The locations for snow removal and piling are provided in Attachments 2 and 3. Snow shall be piled in the locations shown in Attachment. If there is no more room for piling excess snow in the designated areas, the excess snow must be hauled away the same day.

PRE-SEASON SNOW MANAGEMENT MEETING. The Contractor when shall meet with the COR at least 30 days prior to the snow season to discuss planning and performance for the upcoming snow season. The Contractor shall provide names and phone numbers of all personnel to be contacted by the COR when Contractor's services are required. At the same meeting, the COR shall provide the Contractor the names and phone numbers of designated snow coordination personnel. The COR, GTM and/or alternate snow coordination personnel shall be identified in writing to the Contractor.

PLOWING CALL-OUT. The COR shall make the call-out when the Contractors' services are required. The Contracting Officer shall issue a Task Order for the services within 48 hours after the call-out. The COR or GTM shall be responsible for monitoring the plowing activities.

ORDER OF SERVICE. Snow shall be removed in the following order of precedence:

1. The area outside the Main CAC and the compound area between the Main CAC and the

entrance to the Chancery building must be completed first and at all times.

2. Parking lot
3. Consular entrance and pathway
4. Service CAC

EQUIPMENT REQUIRED. At a minimum, the contractor shall possess the following equipment

- Heavy duty snow shovels
- Ice breakers
- Snow blowers with rubber tires and belts and with the capacity to remove snow 15-50cm thick
- Loader
- Four wheel drive vehicle with rubber-edged plough
- Dump truck

PARTS NOT TO BE PLOWED/PILED WITH SNOW. The Contractor shall not remove snow around hydrants, lamp posts, trees and shrubbery.

DE-ICING. De-icing utilizing salt is not permitted. Only Calcium Chloride (GFE) may be spread on pathways, walkways and road areas to be defined.

4. PERSONNEL

The contractor shall provide a qualified work force capable of providing the services specified in this contract.

The Team Leader must possess sufficient ability in speaking and understanding the English language to carry out the duties prescribed herein for the position. The remaining staff must be able to follow simple instructions in English, and must be able to completely understand the instructions of the Team Leader.

5. STANDARDS OF CONDUCT

The contractor's employees shall not at any time:

- (a) Smoke in the client's facility outside the areas designated for smoking,
- (b) Arrive at the facility under the influence of drugs or alcohol, or even with alcohol on the breath;
- (c) Drink alcoholic beverages on the job, even if offered;
- (d) Use the client's bathroom without permission;
- (e) Engage in prolonged discussion or argument regarding the job;
- (f) Perform any work for the client not specified in this contract; or
- (g) Request or accept any articles or currency as a gratuity from the client for work performed under this contract.

6. INSURANCE

The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is legally necessary. The Contractor shall carry during the entire period of performance the following minimum insurance:

- 6.1 Comprehensive General Liability (includes premises/operations, collapse hazard, products,

completed operations, contractual, independent contractors, broad form property damage, personal injury).

1. Bodily Injury stated in US Dollars:

- 1) Per Occurrence 10,000
- 2) Cumulative 50,000

2. Property Damage stated in US Dollars:

- 1) Per Occurrence 25,000
- 2) Cumulative 100,000

6.2 Workers' Compensation and Employer's Liability

- a) Workers' Compensation and Occupational Disease Statutory, as required by host country law
- b) Employer's Liability Statutory, as required by host country law

6.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- any property of the Contractor,
- its officers,
- agents,
- servants,
- employees, or
- any other person,
- arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

7. PERSONNEL SECURITY

After award of the contract, the Contractor shall provide the following list of data on each employee who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project. The Government will run background checks on these individuals. It is anticipated that security checks will take approximately 60 days to perform. For each individual the list shall include:

- Full Name
- Place and Date of Birth
- Current Address
- Identification number

Attachment 1

Government Furnished Property

1. Calcium Chloride
2. Urea

Attachment 2

Snow Removal Areas Diagram

Attachment 2 will be provided to interested parties at the site visit.

Attachment 3

Snow Piling Locations Diagram

Attachment 3 will be provided to interested parties at the site visit.

SECTION 2 - CONTRACT CLAUSES

FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2013), is incorporated by reference.

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JUL 2013), is incorporated by reference. (See SF-1449, block 27a).

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (NOV 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ **X** (6) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) ([31 U.S.C. 6101 note](#)).

___ (7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) ([41 U.S.C. 2313](#)).

___ (8) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

___ (10) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___ (11) [Reserved]

___ (12)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (13)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (Oct 1995) of [52.219-7](#).

___ (iii) Alternate II (Mar 2004) of [52.219-7](#).

___ (14) [52.219-8](#), Utilization of Small Business Concerns (Jul 2013) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

___ (15)(i) [52.219-9](#), Small Business Subcontracting Plan (Jul 2013) ([15 U.S.C. 637\(d\)\(4\)](#)).

___ (ii) Alternate I (Oct 2001) of [52.219-9](#).

___ (iii) Alternate II (Oct 2001) of [52.219-9](#).

- (iv) Alternate III (Jul 2010) of [52.219-9](#).
- (16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- (18) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (19)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of [52.219-23](#).
- (20) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (21) [52.219-26](#), Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) ([15 U.S.C. 637\(m\)](#)).
- (25) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) ([15 U.S.C. 637\(m\)](#)).
- (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Nov 2013) (E.O. 13126).
- (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (30) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- (32) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (34) [52.222-54](#), Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA—Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- (37)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of [52.223-16](#).
- X (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- (39) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- (40)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (Mar 2012) of [52.225-3](#).
- (iii) Alternate II (Mar 2012) of [52.225-3](#).
- (iv) Alternate III (Nov 2012) of [52.225-3](#).
- (41) [52.225-5](#), Trade Agreements (NOV 2013) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- X (42) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (43) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

- (44) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- (45) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- (46) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- (47) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- (48) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- **X** (49) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- (50) [52.232-36](#), Payment by Third Party (Jul 2013) ([31 U.S.C. 3332](#)).
- (51) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- (52)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

— (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).
- (7) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).
- (8) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- (9) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1

([41 U.S.C. 251](#) note)).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Jul 2013) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

____ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (AUG 2013).

(xiii) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12**

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSES ARE INCORPORATED BY REFERENCE:

CLAUSE	TITLE AND DATE
52.204-9	Personal Identify Verification of Contractor Personnel (JAN 2011)
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised. See F.2.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 2 team/days, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of than 10 team/days;
- (2) Any order for a combination of items in excess of than 30 team/days; or
- (3) A series of orders from the same ordering office within two days that together call for

quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,

(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

- (a) General. The Government shall pay the contractor as full compensation for all work

required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) **Invoice Submission.** The contractor shall submit invoices in an original to the office identified in Block 9 of the SF-18. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

American Embassy
Budget & Fiscal
Bul. kneza Aleksandra Karadjordjevica 92
11000 Belgrade
Serbia

The contractor shall include the following statement on invoices submitted for payment "Oslobodjeno plaćanja PDV-a po članu 24. st.1.16 pod tačka 1. Zakona o PDV" ("Exempt from VAT under article 24, paragraph 1.16, item 1 on the Law on VAT").

(c) **Contractor Remittance Address.** The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

(End of clause)

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

(a) The Department of State observes the following days as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.
All official holidays of the Republic of Serbia.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this

contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.
(End of clause)

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify

the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Facilities Engineer.

(End of clause)

SECTION 3 - SOLICITATION PROVISIONS

Instructions to Offeror. Each offer must consist of the following:

1. List of clients over the past two years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Serbia, then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

2. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided
4. The offeror's strategic plan for snow removal services to include but not limited to:
 - a. A work plan taking into account all work elements in Section 1, Performance Work Statement.
 - b. Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
 - c. Plan of ensuring quality of services including but not limited to contract administration and oversight; and
 - d. (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (FEB 2012), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

ADDENDUM TO 52.212-1

A. SUMMARY OF INSTRUCTIONS. Each offer must consist of the following:

A.1 SF-1449. A completed solicitation, in which the SF-1449 cover page (Blocks 12, 17, 23, 24 and 30), and Section 1 have been filled out.

A.2. INFORMATION. Information demonstrating the offeror's/quoter's ability to perform, including:

1. Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
2. Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing in the form of a copy of the excerpt from the Serbian Business Registry (Agencija za privredne registre) and a copy of the tax identification number certificate (PIB);
3. Your company's Dun & Bradstreet (DUNS) number
4. Proof of registration in the System for Award Management (SAM)
5. Evidence that the offeror/quoter can provide the necessary personnel and equipment;
6. Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).
7. A copy of the Certificate of Insurance, or a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

**ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12**

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.214-34	Submission of Offers in the English Language (APR 1991)
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. (DEC 2012)

The following Federal Acquisition Regulation solicitation provisions are provided in full text:

52.237-1 Site Visit (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

- (a) A site visit has been scheduled for 11:00 on Tuesday, December 10, 2013.
- (b) Participants will meet at the Service Entrance of the Embassy in Belgrade, Jovana Marinovica bb.
- (c) In order to be admitted to the Site Visit, a Site Visit Registration form must be submitted by fax at 011/706-4006 or by email to BLG-Procurement@state.gov to the attention of Zoran Djordjevic no later than 12:00 noon on Monday, December 9, 2013. No more than 2 persons will be admitted from each company. The form is available for download from the Embassy web site at <http://serbia.usembassy.gov/solicitations.html> or you may request a copy of the form by fax at 011/706-4166 or by email to BLG-Procurement@state.gov

(End of provision)

The following DOSAR provision(s) is/are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)(DEVIATION)

- (a) The Department of State’s Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain

unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(c) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, C.W. Martin, at telephone +381-11-706-4000 or fax +381-11-706-4006. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20522-2712.
(End of provision)

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION 4 - EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

A. **COMPLIANCE REVIEW.** The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.

B. **TECHNICAL ACCEPTABILITY.** Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation. The Government reserves the right to conduct a field test of the quoter's network within all of Serbia to ensure adequate connectivity.

C. **COMPETITIVE RANGE DETERMINATION AND REJECTION OF OFFERS.** The Government intends to make award without discussions on the basis of initial proposals received. However, the Government may elect to make award with discussions if it is determined to be in the Government's best interest.

If the Government elects to make award with discussions, it reserves the right, before requesting a final proposal revision, to:

- 1) limit the number of offerors in the competitive range to the greatest number of proposals that will permit adequate competition among the technically acceptable proposals;
- 2) make more than one competitive range determination;
- 3) conduct more than one round of discussions; and
- 4) conduct more than one round of proposal revisions.

The Government reserves the right to reject an offer if one of the following conditions exists:

- 1) Offeror fails to submit any of the required proposal documents required by Section 3;
- 2) Offeror submits a cost/price proposal that cannot be adequately explained or substantiated;
- 3) Offeror submits an offer that could not be made technically acceptable without a major rewrite.

D. **PRICE EVALUATION.** The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.

E. **RESPONSIBILITY DETERMINATION.** The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and

- otherwise qualified and eligible to receive an award under applicable laws and regulations.

**ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 Offeror Representations and Certifications—Commercial Items (NOV 2013).

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It o is, o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It o is, o is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) [Complete only if the solicitation contains the clause at FAR [52.219-23](#), *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns*, or FAR [52.219-25](#), *Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting*, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern

and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(11) *HUBZone small business concern*. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end

product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:
Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act”:
Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”
- (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ___ Are, ___ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ___ Have, ___ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ___ Are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ___ Have, ___ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).*]

(1) *Listed end products*.

Listed End Product Listed Countries of Origin

(2) *Certification*. [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1)*

of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole Proprietorship;

___ Partnership;

___ Corporate Entity (not tax exempt);

___ Corporate Entity (tax exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(5) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

___ Name and TIN of common parent;

Name _____

TIN _____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code [25 U.S.C. 7874](#).

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#)) or a comparable agency provision);

and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

ADDENDUM TO REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

NONE